

DOCKET NO.:

STATE OF CONNECTICUT

Plaintiff,

v.

SPARK ENERGY, LLC.

Defendant.

RETURN DATE: AUGUST 4, 2020

SUPERIOR COURT

JUDICIAL DISTRICT

OF HARTFORD

AT HARTFORD

JULY 17, 2020

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**COMPLAINT**

1. This is an action arising under the Connecticut Unfair Trade Practices Act ("CUTPA"), Chapter 735a of the General Statutes, and more particularly General Statutes 42-110m, to obtain injunctive relief for the Defendant's violation of General Statutes § 42-110b(a), to obtain such other relief as may be necessary to address the injury to consumers resulting from the Defendant's violations of law, for disgorgement of ill-gotten gains, for an accounting and other appropriate relief pursuant to General Statutes § 42-110m(a).

2. Plaintiff, State of Connecticut (the "State"), is represented by William Tong, Attorney General, acting at the request of Michelle H. Seagull, Commissioner of Consumer Protection of the State of Connecticut, pursuant to the authority of Chapter 735a of the General Statutes.

3. Defendant is a Connecticut licensed electric supplier and a subsidiary of Spark Energy, Inc., a corporation organized and existing under the laws of Delaware, with its principal place of business located in Houston, Texas.

4. The acts or practices described in this complaint occurred in trade or commerce in Connecticut.

5. Whenever reference is made in this complaint to any act or practice of Defendant, such allegation shall be deemed to mean that the principals, officers, directors, employees, agents or representatives of Defendant did, or authorized, such act or practice on behalf of such Defendant while actively engaged in the scope of their duties.

6. Defendant was at all times relative hereto engaged in trade or commerce in the State, to wit: advertising, marketing, promoting, and selling residential electric generation services (the "Services") to Connecticut consumers.

7. At all times relevant hereto, Defendant has purposefully availed itself of this forum.

8. On April 25, 2018, the Connecticut Public Utilities Regulatory Authority ("PURA") opened a proceeding to investigate a number of customer complaints into Spark's marketing practices. Docket No. 10-06-18RE02, *Application of Spark Energy, L.P. for an Electric Supplier License – Investigation Into Marketing*.

9. On July 17, 2019, the PURA issued a final decision in the aforesaid proceeding in which it concluded that Spark:

failed to comply with the provisions of Sections §§ 16-245(g)(2), 16-254o(h)(1), 16-245o(h)(2)(A), 16-245o(h)(3), 16-245o(h)(4), 16-245o(j) and 42-110b of the General Statutes of Connecticut (Conn. Gen. Stat.) by utilizing a pre-recorded message that: (1) never identifies Spark as the entity conducting the telemarketing, (2) represents to customers that the solicitation call is from an electric distribution company, (3) never explains the purpose of the sales call, which was to have customers enroll in a supply contract with Spark, and (4) misstates the electric distribution company's current charges. Furthermore, the Authority finds that Spark did not directly train its third-party agents in contravention of Conn. Gen. Stat. § 16-245o(h)(1).

Final Decision, Docket No. 10-06-18RE02, 1.

10. The PURA determined that the pre-recorded telephone solicitations were likely done by Spark's agent, third-party telemarketer Consumer Utility Choice ("Choice") and a subcontractor for Choice, Higher Response Marketing, Inc. ("Higher Response"). *Id.*, 3-4. These telemarketers

placed approximately 151,892 pre-recorded telephone solicitations between May 17 and June 20, 2017. *Id.*, 4.

11. The PURA imposed fines totaling \$750,000 on Spark. *Id.*, 15. In addition to the \$750,000 fine, the PURA transmitted:

the findings contained herein and the material gathered in this docket to the Attorney General and Department of Consumer Protection for further investigation, including an investigation into other numbers used by Spark or its apparent agent to leave illegal prerecorded messages.

*Id.*, 16.

12. Spark's agents Choice and Higher Response were responsible for 559 customer enrollments between January 1, 2016 through June 20, 2017. Those customers paid approximately \$15,000 more than they would have paid had they remained on their respective electric utility's standard service rate.

13. By virtue of the foregoing conduct, Spark has violated General Statutes §§ 16-245(g)(2), 16-254o(h)(1), 16-245o(h)(2)(A), 16-245o(h)(3), 16-245o(h)(4), and 16-245o(j).

14. Further, each of the approximately 151,892 pre-recorded telephone solicitations violated The Telephone Consumer Protection Act, 47 U.S.C. § 227(b)(1)(B) ("TCPA") as well as General Statutes §§ 16-256e, 52-570c, and the Connecticut Unfair Trade Practices Act ("CUTPA"), General Statutes § 42-110b, *et seq.*

15. General Statutes § 16-245o(h)(1) specifically provides that “[a]ny third-party agent who contracts with or is otherwise compensated by an electric supplier to sell electric generation services shall be a legal agent of the electric supplier.” Consequently, Spark is liable for the acts of its agents.

16. Defendant's misrepresentations, as described herein, were likely to mislead consumers acting reasonably under the circumstances.

17. Defendant's acts and practices, as described herein, were material to consumers' decisions to purchase their electricity supply from Spark.

18. By engaging in the aforesaid acts and practices, Defendant has violated the public policy against making misrepresentations and nondisclosures and against violations of the covenant of good faith and fair dealing.

19. Defendant's acts and practices, as described herein, are oppressive, unethical, immoral, and unscrupulous.

20. Defendant's acts and practices, as described herein, caused substantial injury to consumers who purchased electricity supply from Spark.

21. Defendant's acts and practices, as described herein, therefore constitute unfair or deceptive acts or practices in violation of General Statutes § 42-110b(a).

22. Defendant's acts and practices, as described herein, therefore constitute willful unfair or deceptive acts or practices within the meaning of General Statutes § 42-110o(b).

**PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff claims the following relief:

1. An order pursuant to General Statutes § 42-110m(a), enjoining the Defendants from further violation of General Statutes § 42-110b(a).
2. An order pursuant to General Statutes § 42-110m(a), directing the Defendants to pay restitution.
3. An order pursuant to General Statutes § 42-110o(b), directing the Defendants to pay civil penalties for each willful violation of General Statutes § 42-110b(a).
4. An order pursuant to General Statutes § 42-110m(a), directing the Defendants to disgorge all revenues, profits, and gains achieved in whole or in part through the unfair and/or deceptive acts or practices complained of herein.
5. An award of attorneys' fees, pursuant to General Statutes § 42-110m(a).
6. Such other and further relief as the Court deems appropriate.

STATE OF CONNECTICUT,

MICHELLE H. SEAGULL  
COMMISSIONER OF  
CONSUMER PROTECTION

WILLIAM TONG  
ATTORNEY GENERAL

By: 

Lauren H. Bidra  
Juris No. 440552

John S. Wright  
Juris No. 421157

Assistant Attorneys General  
Office of the Attorney General  
10 Franklin Square

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JUDICIAL DISTRICT

OF HARTFORD

AT HARTFORD

JULY 14, 2020

**STATEMENT OF AMOUNT IN DEMAND**

The Plaintiff states that the amount in demand is greater than \$15,000, exclusive of interest and costs.

STATE OF CONNECTICUT,

MICHELLE H. SEAGULL  
COMMISSIONER OF  
CONSUMER PROTECTION

WILLIAM TONG  
ATTORNEY GENERAL

By: 

Lauren H. Bidra

Juris No. 440552

John S. Wright

Juris No. 421157

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DOCKET NO.:

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STATE OF CONNECTICUT

Plaintiff,

v.

SPARK ENERGY, LLC.

Defendant.

SUPERIOR COURT

JUDICIAL DISTRICT

OF HARTFORD

AT HARTFORD

DATE: JULY 17, 2020

**AGREED CONSENT JUDGMENT**

WHEREAS, the Plaintiff, State of Connecticut (the "State"), represented by William Tong, Attorney General, acting at the request of Michelle H. Seagull, Commissioner of Consumer Protection, brought this action pursuant to Chapter 735a of the General Statutes, alleging that the Defendant, Spark Energy, LLC ("Spark"), violated the Connecticut Unfair Trade Practices Act ("CUTPA"), General Statutes § 42-110a, *et seq.*, and particularly General Statutes § 42-110b(a); and

WHEREAS, the State and Spark by their counsel, have agreed to the entry of this Agreed Consent Judgment without trial or adjudication of any issue of fact or law and without admission by Spark of any wrongdoing, or admission of any of the violations of CUTPA or any other law as alleged by the State; and

WHEREAS, the State and Spark agree that there is no reason for delay and consent to the entry of this Agreed Consent Judgment;

NOW THEREFORE, the State and Spark agree as follows:



## 1 PRELIMINARY STATEMENT

1.1 At all relevant times, Spark was engaged in the trade or commerce of providing, as an Electric Supplier, as defined in General Statutes § 16-1, licensed by the Connecticut Public Utilities Regulatory Authority (“PURA”), residential electric generation services (the “Services”) to Connecticut Consumers.

1.2 Spark has been providing the Services to Connecticut Consumers since 2010.

1.3 On April 25, 2018, the PURA opened a proceeding to investigate a number of customer complaints into Spark's marketing practices. Docket No. 10-06-18RE02, *Application of Spark Energy, L.P. for an Electric Supplier License – Investigation Into Marketing*.

1.4 On July 17, 2019, the PURA issued a final decision in the aforesaid proceeding in which it concluded that Spark:

failed to comply with the provisions of Sections §§ 16-245(g)(2), 16-254o(h)(1), 16-245o(h)(2)(A), 16-245o(h)(3), 16-245o(h)(4), 16-245o(j) and 42-110b of the General Statutes of Connecticut (Conn. Gen. Stat.) by utilizing a pre-recorded message that: (1) never identifies Spark as the entity conducting the telemarketing, (2) represents to customers that the solicitation call is from an electric distribution company, (3) never explains the purpose of the sales call, which was to have customers enroll in a supply contract with Spark, and (4) misstates the electric distribution company's current charges. Furthermore, the Authority finds that Spark did not directly train its third-party agents in contravention of Conn. Gen. Stat. § 16-245o(h)(1).

Final Decision, Docket No. 10-06-18RE02, 1.

1.5 The PURA determined that the pre-recorded telephone solicitations were likely done by Spark's agent, third-party telemarketer Consumer Utility Choice (“Choice”) and a subcontractor for Choice, Higher Response Marketing, Inc. (“Higher Response”). *Id.*, 3-4. PURA determined that these telemarketers placed approximately 151,892 pre-recorded telephone solicitations between May 17 and June 20, 2017. *Id.*, 4.

1.6 The PURA imposed fines totaling \$750,000 on Spark. *Id.*, 15. In addition to the \$750,000 fine, the PURA transmitted:

the findings contained herein and the material gathered in this docket to the Attorney General and Department of Consumer Protection for further investigation, including an investigation into other numbers used by Spark or its apparent agent to leave illegal prerecorded messages.

*Id.*, 16.

1.7 On or about November 6, 2019, Spark, PURA, and the Office of Consumer Counsel entered into a Settlement Agreement by which Spark agreed to pay the amount of five hundred thousand dollars (\$500,000) to the State of Connecticut.

1.8 As a result of this present Investigation, Spark determined that Choice and Higher Response enrolled approximately 559 customers between January 1, 2016 through June 20, 2017. Those customers paid approximately \$15,000 more than they would have paid had they remained on their respective electric utility's standard service rate.

1.9 The State recognizes that Spark has cooperated with the Investigation and has, prior to the Effective Date, voluntarily implemented improvements to its processes.

1.10 The Parties have reached an amicable agreement resolving the issues in controversy and concluding the Investigation by filing/entering this Consent Judgment. The Parties agree that this Consent Judgment resolves the State's claims under General Statutes § 42-110a, *et seq.*, and potential claims under and as set forth in Section 9 of this Consent Judgment.

NOW THEREFORE, upon the consent of the Parties hereto, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

## **2 PARTIES**

2.1 Plaintiff is the State of Connecticut or the "State."

2.2 Defendant is Spark Energy, LLC or "Spark," which is headquartered in Houston, Texas.

### **3 JURISDICTION**

3.1 Pursuant to General Statutes §§ 42-110b and 42-110m, jurisdiction of this Court over the subject matter and over the Defendant for the purpose of entering into and enforcing this Consent Judgment is admitted. Jurisdiction is retained by this Court for the purpose of enabling the Attorney General or the Defendant to apply for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Consent Judgment, including enforcement of this Consent Judgment and punishment for any violation of this Consent Judgment. The Defendant waives any defect associated with service of Plaintiff's Complaint and this Consent Judgment and does not require issuance or service of a Summons.

### **4 DEFINITIONS**

In this Consent Judgment, the following words or terms shall have these meanings:

4.1 "Attorney General" means the Attorney General of the State of Connecticut and/or the Office of the Attorney General of the State of Connecticut.

4.2 "Consent Judgment" or "Agreed Consent Judgment" refers to this document entitled Agreed Consent Judgment in the matter of State of Connecticut v. Spark Energy, LLC.

4.3 "Connecticut Consumer" means any person, a natural person, individual, governmental agency or entity, partnership, corporation, limited liability company or corporation, trust, estate, incorporated or unincorporated association, or any other legal or commercial entity, however organized, to whom Spark directly or indirectly offered its Services.

4.4 "Covered Conduct" means Spark's telemarketing practices directed to Connecticut Consumers.

4.5 "Effective Date" means the date on which this Consent Judgment has been signed by both Parties and entered as an order by the Court.

4.6 "Spark" means Spark Energy, LLC and its present parents, subsidiaries (whether or not wholly owned), and Affiliates.

4.7 "Represent," "Representation," or "Representations" shall mean to communicate through certifications, claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or any other manner or means by which meaning might be conveyed.

4.8 "CUTPA" means the Connecticut Unfair Trade Practices Act, General Statutes 42-110a, *et seq.*

## **5 STATE'S POSITION**

5.1 The State maintains that the evidence presented in Docket No. 10-06-18RE02 demonstrates that Spark has violated General Statutes §§ 16-245(g)(2), 16-245o(h)(1), 16-245o(h)(2)(A), 16-245o(h)(3), 16-245o(h)(4), 16-245o(j) and 42-110b.

5.2 The State maintains that the 151,892 pre-recorded telephone solicitations violated The Telephone Consumer Protection Act, 47 U.S.C. § 227(b)(1)(B) ("TCPA") and General Statutes § 42-288a.

5.3 The State further maintains that the 151,892 pre-recorded telephone solicitations violated General Statutes § 16-256e.

5.4 The State maintains that the 151,892 pre-recorded telephone solicitations violated General Statutes § 52-570c(a).

5.5 The State maintains that the 151,892 pre-recorded telephone solicitations violated the Connecticut Unfair Trade Practices Act ("CUTPA"), Conn. Gen. Stat. § 42-110b, *et seq.*

5.6 The State maintains Spark is liable for the acts of its agents pursuant to General Statutes § 16-245o(h)(1).

## **6 GENERAL PROVISIONS**

6.1 Spark is entering into this Agreed Consent Judgment for the purpose of settlement and nothing contained herein may be taken as, or construed to be, an admission or confession of any violation of law, or any other matter of fact or law, of any liability or wrongdoing.

6.2 Spark reserves the right to ask the State to modify and/or terminate this Agreed Consent Judgment should circumstances warrant, and the State agrees to promptly consider but is not required to agree to any such request.

6.3 Except as otherwise specified herein, this Stipulated Judgment shall apply to Spark, including any employee, subsidiary, division, affiliate, agent and current third-party vendor thereof.

6.4 Spark shall comply with CUTPA as it applies to Spark and the residential electric generation services it markets and sells in the United States.

## **7 PAYMENT TO CONSUMERS**

7.1 Within 30 days of the Effective Date of the Agreed Consent Judgment, Spark shall provide Eversource Energy ("Eversource") and the United Illuminating Company ("UI") working Excel files that provide the following:

- (i) the name, address and utility account number of each of the customers referenced in Paragraph 1.8 above, for each of the utilities' customers;
- (ii) the monthly electric supply rates Spark charged each Connecticut Consumer for the entire length of time each Connecticut consumer received electric supply from Spark;
- (iii) whether the Connecticut Consumer is active or inactive;
- (iv) the identity of each Connecticut Consumer's EDC;
- (v) the monthly standard service rate available for each Connecticut Consumer;
- (vi) the electric supply rates actually billed to the Connecticut Consumer on a monthly basis;
- (vii) the Connecticut Consumer's monthly kilowatt hour usage;
- (viii) the Connecticut Consumer's monthly total supply related charges;

- (ix) the delta for each monthly billing period between the total supply related charges actually billed the customer and what those charges would have been at the standard service rate available to the Connecticut Consumer;
- (x) the amount of any enrollment or cancellation fee each Connecticut Consumer paid to Spark;
- (xi) the monetary amount of any refunds, re-rates, or credits Spark issued any of the Connecticut Consumers referenced in Paragraph 1.8 above, or whether Spark had any of those Connecticut Consumers transferred to EDC standard service; and
- (xii) a total refund amount based upon the delta referenced in subsection (ix) adjusted for any fees or credits referenced in subsections (x) and (xi), together with interest calculated at an annual rate of one and one-half percent (1.5%).

7.2 Also within 30 days of the Effective Date, Spark shall provide a notification to each of the customers referenced in Paragraph 1.8 above, at their preferred method of communication (U.S. Mail, e-mail, text message, etc.) that they will shortly receive a bill credit on their electric utility bill in the amount reflected on the Excel file above. In the event a customer has moved out of Eversource's or UI's service territory, the notification shall include a telephone and e-mail address by which any such customer may request, orally or in writing, a refund. Spark shall hold in escrow any such customer's portion of the refund for one hundred twenty (120) days, during which time any customer may request his or her refund. After the expiration of the 120-day period, any funds remaining in the escrow shall escheat to the State in accordance with the provisions of Conn. Gen. Stat. § 3-56 *et. seq.*

7.3 The customer notification shall state that the bill credits are in settlement of claims the subject of PURA Docket No. 10-06-18RE02, *Application of Spark Energy, L.P. for an Electric Supplier License – Investigation Into Marketing* and the subsequent referral by PURA to Attorney General William Tong.

7.4 Spark shall provide Eversource and UI a payment sufficient to cover the bill credits identified in Paragraph 7.1 above. Spark shall be solely responsible for the reasonable incremental costs incurred by Eversource and UI in administering the bill credits.

7.5 Within 180 days of the Effective Date, Spark shall provide the Attorney General and PURA Chairman with a compliance report detailing the customers who received bill credits or other rebates, the amount of the credits, and the identity of customers who failed to receive a credit.

7.6 Spark shall have no property right, interest, claim, control over, or title to any monies paid by Spark after the payment is made under this Consent Judgment. The parties acknowledge that the payment described herein is not a fine, penalty, or payment in lieu thereof.

## **8 RELEASE**

8.1 Upon full and complete payment of the amount(s) designated in Section 7, above, the State releases and forever discharges, to the fullest extent possible that the Attorney General is authorized under the law, (i) Spark and its present and former parents, subsidiaries (whether or not wholly owned), and Affiliates, and (ii) the respective divisions, organizational units, officers, directors, employees, agents, representatives, and in-house attorneys of those entities in Section (i) of this Paragraph (the "Released Parties") from the following: all civil claims (including claims for diminution in value), demands, causes of action, damages, equitable claims, injunctive relief, restitution, fines, costs, attorneys' fees and penalties, arising from the subject matter of the Covered Conduct, that the State, whether directly, indirectly, representatively, derivatively, in their sovereign enforcement capacity, or as *parens patriae* on behalf of state citizens or in any other capacity, could have asserted, before or as of the Effective Date, against the Released Parties under CUTPA, or any other statute referenced in Section 5 (collectively, the "Released Claims").

8.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims:

- (A) Private rights of action;

- (B) Claims of environmental or tax liability;
- (C) Criminal liability;
- (D) Claims for actual physical damage to real or personal property;
- (E) Claims alleging violations of state or federal securities laws;
- (F) Claims alleging violations of state or federal antitrust laws;
- (G) Any obligations created under this Consent Judgment;
- (H) Any other civil or administrative liability that any person or entity, including the Released Parties, has or may have to the State, and any subdivision thereof, not expressly covered by the release in Paragraph 9.1 above; and
- (I) Any claims, other than claims under CUTPA or any other statute referenced in Section 5, related to the Covered Conduct.

## 9 ENFORCEMENT

9.1 For a period of five years after the Effective Date, for the purpose of resolving disputes with respect to compliance with this Consent Judgment, duly authorized representatives of the Office of the Attorney General shall, if they believe that Spark has engaged in a practice that violates any provision of this Consent Judgment, notify Spark in writing of the Attorney General's belief that a violation has occurred. The Attorney General's notice shall include:

9.1.1 the specific basis for the belief;

9.1.2 the provision of the Consent Judgment that the practice appears to violate;

and

9.1.3 a date by which Spark must respond to the notification, provided, however, that the response date shall be at least 30 days after the date of notification.

9.2 Upon receipt of written notice, Spark shall provide a written response to the Attorney General within 30 days of receipt either explaining why Spark believes that it is in



compliance with this Consent Judgment or explaining how the alleged violation occurred and how Spark intends to address it. Specifically when explaining how the alleged violation occurred, Spark may offer and the Attorney General may, but is not required to, consider whether the alleged violation resulted from an honest mistake or inadvertent error.

9.3 In the event that Spark's response to the written notice does not address the Attorney General's concerns, the Attorney General may assert that Spark has violated this Consent Judgment in a separate civil action to enforce this Consent Judgment, or seek any other relief afforded by law for such violation(s), only after providing Spark with at least 30 days to respond to the notification as set forth in Paragraph 9.1 above. However, the Attorney General may take any action authorized by state or federal law without prior notice, except where such notice is required under state law, where the Attorney General, in his sole judgment, reasonably concludes that, because of a specific practice, a threat to the health or safety of the public requires immediate action. Nothing in this paragraph shall be interpreted to create for the Attorney General new authority or right to take action that does not exist already under state or federal law, or to limit or remove the rights of Spark under existing law to object to such action or otherwise to respond appropriately.

9.4 Nothing in this Section shall be construed to limit the Attorney General's authority provided under CUTPA.

## **10 NOTICES UNDER THIS CONSENT JUDGMENT**

10.1 Any notices required to be sent to the Attorney General or to Spark under this Consent Judgment shall be sent by certified mail, return-receipt requested and e-mail. The documents shall be sent to the following addresses:

For the Attorney General of Connecticut:

Lauren H. Bidra  
John S. Wright  
Assistant Attorneys General  
Office of the Attorney General  
Consumer Protection Department  
10 Franklin Square  
New Britain, CT 06051

Phone: 860.827.2620  
Fax: 860.827.2893  
Lauren.Bidra@ct.gov  
John.Wright@ct.gov

For Spark:

Attn: LEGAL DEPARTMENT  
Spark Energy  
12140 Wickchester Ln.  
Ste 100  
Houston, TX 77079

AND

Attn: Vaishali Rao  
Hinshaw & Culbertson LLP  
151 N. Franklin Street, Suite 2500  
Chicago, IL 60606  
vrao@hinshawlaw.com

Any party may change its designated notice recipient(s) by written notice to the other party.

## **11 GENERAL PROVISIONS**

11.1 This Consent Judgment Represents the full and complete terms of the Parties' settlement.

11.2 This Consent Judgment shall be binding upon the Parties and their successors and assigns. In no event shall assignment of any right, power, or authority under this Consent Judgment void a duty to comply with this Consent Judgment.

11.3 Nothing in this Consent Judgment shall be construed to waive, limit, or expand any claim of sovereign immunity the State of Connecticut may have in any action or proceeding.

11.4 Any failure of the Attorney General or Spark to exercise its rights under this Consent Judgment shall not constitute a waiver of its rights.

11.5 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment. One or more counterparts of this Consent Judgment may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

11.6 Nothing in this Consent Judgment shall be construed to create, waive, or limit any private right of action.

11.7 Spark further agrees to execute and deliver such authorizations, documents, and instruments as are required under the various judicial procedures for acceptance of this Consent Judgment in the jurisdiction in which it is being filed.

## **12 COMPLIANCE WITH ALL LAWS**

12.1 Nothing in this Consent Judgment shall be construed as relieving Spark of its obligations to comply with all state and federal laws, regulations, or rules, or as granting Spark permission to engage in any acts or practices prohibited by such law, regulation, or rule.

12.2 The Plaintiff and the Defendant hereby stipulate and agree that the Order of this Court to be issued pursuant to this Consent Judgment shall act as an injunction issued under General Statutes §§ 42-110m(a) and 42-110o(a).

### **13 REPRESENTATIONS AND WARRANTIES**

13.1 Spark Represents that it is represented by legal counsel, and that it is fully advised of its legal rights in this matter.

13.2 Spark Represents that the person signing below on behalf of Spark is fully authorized to act on its behalf and legally bind the company to perform all the obligations set forth herein.

13.3 The undersigned counsel for the State warrants and Represents that they are fully authorized to execute this Consent Judgment on behalf of the Attorney General.

13.4 Each of the Parties warrants and Represents that it negotiated the terms of this Consent Judgment in good faith.

13.5 Each of the Parties and signatories to this Consent Judgment warrants and Represents that it freely and voluntarily enters into this Consent Judgment without any degree of duress or compulsion.

13.6 Spark shall not Represent or imply that the Attorney General acquiesces in or approves of Spark's past or current business practices, efforts to improve its practices, or any future practices that Spark may adopt or consider adopting.

13.7 All Parties consent to the disclosure to the public of this Consent Judgment by Spark and the Attorney General.

13.8 For purposes of construing this Consent Judgment, the Consent Judgment shall be deemed to have been drafted by all Parties and shall not, therefore, be construed against any Party for that reason in any dispute.

13.9 The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Consent Judgment) was made to them to induce them to enter into this Consent Judgment, and that they have entered into this Consent Judgment voluntarily.

13.10 This Consent Judgment constitutes the entire, complete, and integrated agreement between the Parties pertaining to the settlement and supersedes all prior and contemporaneous undertakings of the Parties in connection herewith. This Consent Judgment may not be modified or amended except by written consent of all the Parties.

**IT IS SO ORDERED, ADJUDGED AND DECREED.**

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**JUDGE**


**JOINTLY APPROVED BY:**

**FOR PLAINTIFF:**

**STATE OF CONNECTICUT,**

**DEPARTMENT OF  
CONSUMER PROTECTION**

**WILLIAM TONG  
ATTORNEY GENERAL**

  
\_\_\_\_\_  
**Lauren H. Bidra**  
**Juris No. 440552**

**John S. Wright**  
**Juris No. 421157**

**Assistant Attorneys General**  
**Office of the Attorney General**  
**10 Franklin Square**

**DATE:** July 17, 2020

New Britain, Connecticut 06051  
Phone: 860-827-2620  
Fax: 860-827-2893

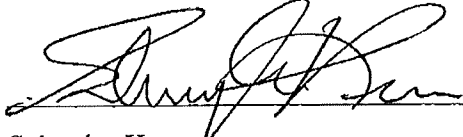
**FOR DEFENDANT:**

**SPARK ENERGY, LLC**

  
\_\_\_\_\_  
Kevin McMinn, Chief Operations Officer

DATE: 6/29/2020

APPROVED AS TO FORM FOR ENTRY:



Schuyler Kraus

Local Counsel for Spark Energy, LLC

DATE: 7/14/2020

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Local Counsel for Spark Energy, LLC